

DEFENSE

Status of Forces

**Agreement Between the
UNITED STATES OF AMERICA
and BENIN**

Effected by Exchange of Notes at
Cotonou June 24 and July 29, 1998



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

BENIN

Defense: Status of Forces

*Agreement effected by exchange of notes at
Cotonou June 24 and July 29, 1998;
Entered into force July 29, 1998.*

EMBASSY OF THE
UNITED STATES OF AMERICA



No. 082

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Republic of Benin and has the honor to refer to recent discussions between representatives of the two Governments regarding issues related to U.S. military personnel and civilian employees of the U.S. Department of Defense who may be temporarily present in Benin in connection with the African Crisis Response Initiative and other activities as may be agreed upon by the two Governments.

As a result of these discussions, the Embassy has the honor to propose that such personnel be accorded the status equivalent to that accorded to administrative and technical staff of the United States Embassy under the Vienna Convention on Diplomatic Relations of April 18, 1961, and that they may enter and exit Benin with United States identifications and with collective movement or individual travel orders.

The Embassy further proposes that such personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders; and that the Government of Benin accord duty-free importation and exportation as well as exemption from internal taxation on products, property, material, and equipment imported into or acquired in Benin by or on behalf of the United States Government and its personnel in connection with their official activities. Vehicles, vessels, and aircraft owned or operated by or exclusively for the U.S Armed Forces shall not be subject to payment of landing or port fees, pilotage charges, navigation or overflight charges or light and harbor

dues, while in Benin; however, the United States Armed Forces shall pay reasonable charges for services requested and received. Such aircraft shall observe local air traffic control regulations while in Benin. Finally, the Embassy proposes that both Governments waive any and all claims (other than contractual claims) against each other for damage, loss or destruction of the property of the Department of Defense of the United States or the property of the Ministry of Defense of Benin arising out of activities related to official duties, or for injury or death suffered by military personnel while engaged in the performance of their official duty.

If the foregoing is acceptable to the Government of Benin, the Embassy has the honor to propose that this note, together with the Ministry's reply, shall constitute an agreement between the governments which shall enter into force on the date of the Ministry's reply.

Attached to this note is suggested language for the Ministry's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Cooperation of the Republic of Benin the assurances of its highest consideration.



Embassy of the United States of America,

Cotonou, June 24, 1998.

SUGGESTED MINISTRY RESPONSE

The Ministry of Foreign Affairs and Cooperation of the Republic of Benin presents its compliments to the Embassy of the United States of America and refers to the Embassy's note No. 082 of June 24, 1998 which reads as follows:

(Begin quote)

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Republic of Benin and has the honor to refer to recent discussions between representatives of the two Governments regarding issues related to U.S. military personnel and civilian employees of the U.S. Department of Defense who may be temporarily present in Benin in connection with the African Crisis Response Initiative and other activities as may be agreed upon by the two Governments.

As a result of these discussions, the Embassy has the honor to propose that such personnel be accorded the status equivalent to that accorded to administrative and technical staff of the United States Embassy under the Vienna Convention on Diplomatic Relations of April 18, 1961, and that they may enter and exit Benin with the United States identifications and with collective movement or individual travel orders.

The Embassy further proposes that such personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders; and that the Government of Benin accord duty-free importation and exportation as well as exemption from internal taxation on products, property, material, and equipment imported into or acquired in Benin by or on

behalf of the United States Government and its personnel in connection with their official activities. Vehicles, vessels, and aircraft owned or

operated by or exclusively for the U.S Armed Forces shall not be subject to payment of landing or port fees, pilotage charges, navigation or overflight charges or light and harbor dues, while in Benin; however, the United States Armed Forces shall pay reasonable charges for services requested and received. Such aircraft shall observe local air traffic control regulations while in Benin. Finally, the Embassy proposes that both Governments waive any and all claims (other than contractual claims) against each other for damage, loss or destruction of the property of the Department of Defense of the United States or the property of the Ministry of Defense of Benin arising out of activities related to official duties, or for injury or death suffered by military personnel while engaged in the performance of their official duty.

If the foregoing is acceptable to the Government of Benin, the Embassy has the honor to propose that this note, together with the Ministry's reply, shall constitute an agreement between the governments which shall enter into force on the date of the Ministry's reply. Attached to this note is suggested language for the Ministry's reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Cooperation of the Republic of Benin the assurances of its highest consideration.

(End quote)

The Ministry has the further honor to inform the Embassy of the United States of America that the proposals set forth in the Embassy's note are acceptable to the Government of Benin and to confirm that the Embassy's note and this note shall constitute an agreement between the two Governments which shall enter into force on this date.

The Ministry of Foreign Affairs and Cooperation of the Republic of Benin avails itself of this opportunity to renew to the Embassy of the Republic of Benin the assurances of its highest consideration.

REPUBLIQUE DU BENIN

MINISTERE
DES AFFAIRES ETRANGERES
ET DE LA COOPERATION

DIRECTION DE CABINET

SECRETARIAT GENERAL

DIRECTION AMERIQUE

N° 1107 /MAEC/DC/SC/DAM/DA/AN/D1

Le Ministère des Affaires Etrangères et de la Coopération de la République du Bénin présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et a l'honneur d'accuser réception de sa note n° 082 du 24 juin 1998, dont la teneur suit :

CITATION :

« L'Ambassade des Etats-Unis d'Amérique présente ses compliments au Ministère des Affaires Etrangères et de la Coopération de la République du Bénin et a l'honneur de se référer aux récentes discussions entre les représentants des deux gouvernements concernant les questions relatives au personnel militaire et aux employés civils du Département de la Défense qui séjourneraient temporairement au Bénin dans le cadre de l'Initiative de réaction rapide aux crises africaines ainsi que d'autres activités, telles que convenues par les deux gouvernements.

Comme suite aux discussions, l'Ambassade a l'honneur de proposer que soit accordé à ce personnel le statut équivalent à celui accordé au personnel technique et administratif de l'Ambassade des Etats-Unis d'Amérique, conformément à la Convention de Vienne sur les Relations Diplomatiques du 18 avril 1961, et qu'il puisse entrer et sortir avec les pièces d'identité américaines, et avec des ordres de déplacement collectifs et individuels.

AMBASSADE DES ETATS-UNIS
D'AMERIQUE

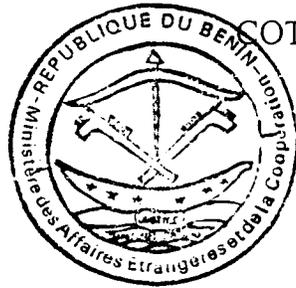
C O T O N O U

L'Ambassade propose également que ce personnel soit autorisé à porter des uniformes dans l'exercice de ses fonctions officielles et à porter des armes lorsqu'il est en mission, si les ordres de mission lui en donnent l'autorisation ; et que le gouvernement du Bénin accorde une exonération sur l'importation et l'exportation ainsi que des exonérations pour les taxes locales sur les produits, biens, matériels et équipements importés ou achetés au Bénin par ou au nom du gouvernement des Etats-Unis et de son personnel, dans le cadre de ses fonctions officielles. Les véhicules, bateaux, et avions appartenant ou utilisés par et exclusivement pour le compte des Forces Armées Américaines ne devront être soumis à aucun paiement d'atterrissage ou de frais de port, à aucune charge de pilotage, de navigation, de survol ou de frais d'éclairage et d'accostage au cours de leur séjour au Bénin ; cependant les Forces Armées Américaines devront payer les charges raisonnables pour les services sollicités et reçus. Ces avions devront se conformer aux réglementations locales régissant le contrôle de trafic aérien pendant leur séjour au Bénin. Enfin, l'Ambassade propose que les deux gouvernements renoncent l'un et l'autre à toute réclamation (sauf celles relatives au contrat) pour les dommages, pertes ou destruction de biens appartenant au Département de la Défense des Etats-Unis d'Amérique ou des biens appartenant au Ministère de la Défense du Bénin qui surviendront dans l'exercice des fonctions officielles, ou en cas de blessure ou de mort de personnels militaires au cours de l'exécution de leur tâche officielle.

Si les propositions ci-dessus mentionnées conviennent au gouvernement du Bénin, l'Ambassade a l'honneur de proposer que la présente note ainsi que la réponse du Ministère constituent un accord entre les gouvernements, accord qui entre en vigueur à la date où le Ministère enverra sa réponse. L'Ambassade des Etats-Unis d'Amérique saisit cette occasion pour renouveler au Ministère des Affaires Etrangères et de la Coopération de la République du Bénin les assurances de sa plus haute considération ». FIN DE CITATION.

En réponse, le Ministère accepte, au nom du Gouvernement de la République du Bénin, les propositions énumérées dans ladite note et confirme que sa note ainsi que celle de l'Ambassade constituent un accord entre les deux Gouvernements, accord qui entre en vigueur ce jour.

Le Ministère des Affaires Etrangères et de la Coopération de la République du Bénin saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique les assurances de sa haute considération.-



COTONOU, le 29 JUL. 1993

**U.S. Department of State
Office of Language Services
Translating Division**

LS No. 098286
HKE/JF
French

Republic of Benin

Ministry of Foreign Affairs and Cooperation
Executive Staff
General Secretariat
Bureau of American Affairs

No. 1107/MAEC/DC/SG/DAM/DA/AN/D1

The Ministry of Foreign Affairs and Cooperation of the Republic of Benin presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 082 of June 24, 1998, which reads as follows:

[The French translation of the above-mentioned note agrees in all substantive respects with the original English text, with the following possible exceptions:

In the last line of the second paragraph, the English reads, “with collective movement or individual travel orders, whereas the French reads, “with collective movement and individual travel orders.”

In the sixth line from the end of the third paragraph, the English reads, “(other than contractual claims) against each other for damage, loss ...,” whereas the French reads “(other than those relating to the contract) _____ for damage, loss...,” omitting the phrase “against each other.”

In the fourth line from the end of the third paragraph, the English reads, “arising out of activities related to official duties,” whereas the French reads “in the performance of their official duties.”]

Embassy of the United States of America,
Cotonou.

In reply, and on behalf of the Government of the Republic of Benin, the Ministry concurs in the proposals set forth in said note and confirms that its note and that of the Embassy shall constitute an agreement between the two governments, which shall enter into force on this day.

The Ministry of Foreign Affairs and Cooperation of the Republic of Benin avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Cotonou, July 29, 1998

[Initialed]

[Ministry stamp]

For quoted portion see US note